CITY OF HOUSTON
HOUSTON AIRPORT SYSTEM
REQUEST FOR PROPOSAL (RFP)
RFP NO.: H37-RAS-2017-006
PASSENGER AND PARKER RESEARCH AND ANALYTICS SERVICES

<table>
<thead>
<tr>
<th>Date Issued:</th>
<th>December 16, 2016</th>
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</thead>
</table>
| Pre-Proposal Conference: | January 5, 2017 @ 10:00 A.M. CST  
                       Houston Airport System, Supply Chain Management  
                       18600 Lee Road, Conference Room 113  
                       Humble, TX, 77338 |
| Respondent Questions Deadline: | January 10, 2017 @ 2:00 P.M. CST |
| Proposal Due Date: | January 25, 2017 @ 2:00 P.M., CST |
| Solicitation Contact Person: | Andre' K. Morrow, C.P.M., CPPB  
 Sr. Procurement Specialist  
 Houston Airport System  
 andre.morrow@houstontx.gov  
 Phone: 281-233-1046 |

Project Summary: The Houston Airport System (HAS) is soliciting proposals for a Contractor to provide a broad range of passenger and parker research and data analytics needs, from ongoing passenger satisfaction research to ad hoc and/or comprehensive customer experience research to customer data analytics. This RFP process will culminate in a Five (5) year contract with One (1) two-year option.

M/WBE Goal: 24%

Devon Tiner, P.E., PMP  
Interim Procurement Officer  
Houston Airport System  

Date: 12/16/2016
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PART I – GENERAL INFORMATION

1.0 General Information

1.1 The City of Houston (City), Houston Airport System (HAS), invites interested firms to submit Proposals to provide Non-Exclusive Passenger and Parker Research and Analytical Services (RAS) at George Bush Intercontinental Airport (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD).

1.2 Background

1.3 In 2015, HAS handled more than 55 million passengers. It is one of the world’s largest public airport systems and positions Houston as a major international passenger and cargo gateway. Houston enjoys non-stop passenger air service to approximately 118 domestic and 70 international destinations on all six inhabited continents.

1.4 The successful Contractor (also referred to as “Consultant”) will assist with a broad range of passenger and parker research and data analytics needs, from ongoing passenger satisfaction research to ad hoc and/or comprehensive customer experience research to customer data analytics. Data analytics will include but not be limited to using transactional data traced back to de-identified households to identify psychographic passenger profiles. These psychographic customer profiles would be predictive of behavior, expectations and needs, and also would include location information which would render advertising campaigns more targeted and effective (for example). This may also include structured surveys as well as online micro-surveys administered to measure key drivers of passenger satisfaction revealing the corresponding weights of attributes which contribute to the overall satisfaction and likelihood to recommend airports and services within HAS. Additional scope of work will involve the execution and analysis of qualitative and quantitative research for the purpose of identifying a hierarchy of needs for passengers at both IAH and HOU airports.

2.0 Project Description

2.1 The Consultant shall provide passenger and parker research and data analytics services for Houston’s airports. Refer to Attachment “A” for a detailed project description and RAS Scope of Services.

3.0 Solicitation Schedule

3.1 Listed below are the important dates for this Request for Proposal (RFP).

<table>
<thead>
<tr>
<th>Description</th>
<th>Scheduled Date</th>
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<tbody>
<tr>
<td>Advertisement of Solicitation</td>
<td>December 16, 2016</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>January 5, 2017</td>
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<tr>
<td>Deadline for Questions</td>
<td>January 10, 2017</td>
</tr>
<tr>
<td>Letter of Clarification(s) Posted on HAS Website</td>
<td>January 13, 2017</td>
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<tr>
<td>Proposal Due</td>
<td>January 25, 2017</td>
</tr>
<tr>
<td>Evaluation/Scoring Sessions</td>
<td>February 6, 2017</td>
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<tr>
<td>Presentations/Interviews (if necessary)</td>
<td>February 15, 2017</td>
</tr>
<tr>
<td>Final Evaluation/Scoring Sessions (if necessary)</td>
<td>February 17, 2017</td>
</tr>
<tr>
<td>Negotiation</td>
<td>March 3, 2017</td>
</tr>
<tr>
<td>City Council Approval</td>
<td>March 29, 2017</td>
</tr>
</tbody>
</table>
PART II – SCOPE OF SERVICES

4.0 Scope of Services

4.1 Refer to Attachment “A” for a detailed project description and RAS Scope of Services.

PART III – EVALUATION and SELECTION PROCESS

5.0 EVALUATION AND SCORING

5.1 Submission of a Proposal in response to this RFP indicates Respondent’s acceptance of the evaluation process and the evaluation criteria described herein.

5.2 Evaluation committee members shall review the Evaluation Committee Guidelines and sign Nondisclosure Agreements before receipt of proposals or submissions.

5.3 The team leader shall review all submittals/proposals to determine if they are responsive and that the respondent is responsible. If the team leader believes any of the submittals/proposals are not responsive or responsible, he or she shall consult with the Interim Procurement Officer. Any nonresponsive or non-responsible submittals/proposals shall be withheld from the evaluation committee by the team leader. The team leader shall distribute the proposals/submissions to evaluation committee members along with a scoring matrix for the procurement. Each committee member shall be assigned a letter or a number to use for the scoring form; individual names will not be attributed to the individual scoring forms. Each evaluation committee member shall independently review the proposal/submission and score each criteria (sub-criterion) against the total number of points allocated for that criteria. Only evaluation committee members shall have voting rights; observers shall not vote.

5.4 At the evaluation committee meeting, the committee will discuss their scores and the reasons for their scores, noting strength and weakness of each proposal/submission. Each proposal/submission will be evaluated on its own merits, not compared to others. Committee members may revise their scores—up or down—based on observations made by other members.

5.5 If oral interviews are held, the expectation is that the firms will explain to the evaluation committee why their team is the best qualified for the project. In preparation for the interview session, the short-listed firms will be provided in advance with a list of questions that will be asked of all short-listed firms. In addition to the standard questions, individual committee members may ask questions specific to a particular submission/proposal. If oral interviews are held, the committee members shall convene and discuss their impressions immediately following each interview, if possible. If the discussion must occur later, it should occur as soon as practicable thereafter. The discussion shall focus on strengths, weakness, and any new observations the committee may have on the particular vendor as applied to the criteria set forth in the solicitation. After discussion, the committee members shall provide their scores for each criterion and record their interview scores on the scoring matrix based on the firm’s explanation regarding its qualification for the Project and responses to interview questions (both standard questions and questions specific to the submission/proposal, if any). The team leader shall collect the scoring matrices.

5.6 After all scores have been calculated, the proposals/submissions shall be ranked in order of the scores from greatest to least. Best and Final Offers may be requested from one or more of the top firms, if the committee so decides.

5.7 The team leader shall document the rationale for the committee’s recommendation. The summary of the process shall be circulated to all committee members for their input and ultimate approval.
5.8 The City is not responsible for costs associated with the oral interviews.

5.9 **Evaluation Criteria**

5.10 The award of a contract(s) will be made to the Respondent(s) offering the response which best meets the needs of HAS. HAS reserves the right to reject any offer if the Response submitted fails to satisfy HAS that the Respondent is properly qualified to provide the services contemplated as specified.

5.11 The following criteria will be used in the evaluation to assess the degree to which Proposals submitted meet the requirements contained in the RAS scope.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Max Score</th>
</tr>
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<tbody>
<tr>
<td>Firm Qualifications, Knowledge, and Experience</td>
<td>35</td>
</tr>
<tr>
<td>Proposed Strategy and Operational Plan</td>
<td>20</td>
</tr>
<tr>
<td>Personnel Qualifications: Organization/Staffing</td>
<td>25</td>
</tr>
<tr>
<td>Pricing and Fee Structure</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
<tr>
<td>MWBE Compliance</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Financial Capabilities (Separate Envelope)</td>
<td>Pass/Fail</td>
</tr>
</tbody>
</table>

5.12 **Firm Qualifications, Experience, and Expertise (35 Points)**

5.12.1 Respondent must have experience providing similar services to those identified in "Attachment A, Scope of Services" that is in progress or completed in the last 5 years: (25 points)

5.12.1.1 **Minimum Qualifications.** Proposer must meet the following minimum qualifications:

5.12.1.1.1 Minimum annual gross revenues/billings of $500,000;

5.12.1.1.2 At least 5 full-time personnel (not all need to be assigned to HAS);

5.12.1.1.3 At least five (5) or more years of experience within the last ten (10) years in market research and analytics.

5.12.1.2 **Preferential Qualifications.** Five or more years of experience within the last 10 years in market research and analytics in aviation or at medium or large hub U.S. airports (> 5 million passengers per year).

5.12.1.3 **Competency of Proposer.** Proposer must demonstrate complete competency in full scope of services. This may be accomplished through collaborating with one or more firms, either in the form of a joint venture or through a contractor/sub-contractor relationship (supported by a letter of intent). This does not restrict the right of the Proposer to sub-contract services, with approval of HAS, at a later date. The receipt and opening of the proposal shall not be construed as an acceptance of the Proposer as qualified and responsible. HAS reserves the right to determine the competency and responsibility of the Proposer from information submitted with the proposal and verification of the Proposer’s qualifications from other sources.

5.12.2 **Provide references from the owner. (10 points)**

5.12.2.1 The Respondent shall provide client references that include the client names, addresses, telephone numbers, and email addresses as described in Exhibit II. HAS will contact the referenced clients to verify Respondent provided information and/or to solicit comments.
5.12.2.2 References must be people that were directly involved in the previous projects listed and who have first-hand knowledge of the performance of the Respondent and its proposed staff/team.

5.12.2.3 Any information stated in the response found and determined by HAS to be a misrepresentation of a Respondent’s past experiences may be considered as grounds for disqualification of the response and Respondent may be banned from participation in future solicitations from HAS.

5.13 Proposed Strategy and Operational Plan (20 Points)

5.13.1 Respondent must clearly demonstrate its understanding and ability to proactively develop, implement, and manage HAS Research and Data Analytics Services as described in “Attachment A – Scope of Services.” (8 points)

5.13.2 The plan must show how service delivery will be optimized to ensure adherence to HAS operational standards and protocols. (8 points)

5.13.3 Respondent must provide documentation to support professional examples of success in utilizing the proposed management approach. (2 points)

5.13.4 Contractor must demonstrate having the local resources needed to verify and provide competent and qualified individuals required for attending and supporting all services described in “Attachment A – Scope of Services.” (2 points)

5.14 Organization/Staffing (25 Points)

5.14.1 Respondent must clearly describe the qualifications and competence of all personnel proposed for this engagement.

5.14.1.1 Respondent describes proposed personnel’s individual qualification(s) for the position specified. (12 points)

5.14.1.2 Respondent describes proposed personnel’s individual experience related to the position specified. (13 points)

5.15 Pricing and Fee Structure (20 Points)

5.15.1 Pricing must include all costs for services, products, personnel, and expenses necessary in the provision of services described in “Attachment A, Scope of Services.”

5.15.2 All pricing must be provided in “Attachment B, Pricing Schedules.”

5.16 Financial Capabilities (Pass/Fail)

5.16.1 Submit audited financial statements for the last two years. If audited financial statements are not available, Respondent must submit tax returns for the two previous years and two years of unaudited financial statements.

5.17 M/WBE Compliance (Pass/Fail)

5.17.1 M/WBE Requirements and City required documents are listed as Exhibits and Attachments. Please include any experience your firm has with outreach programs to attract M/WBE firms. Only firms certified by the City of Houston as an M/WBE can be utilized towards the M/WBE goal.

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PART V – SUBMISSION OF PROPOSAL

6.0 Instructions for Submission

6.1 Proposals are due January 25, 2017, no later than 2:00 PM (CST).

6.2 All submittals must be labeled on the outside of the box with the Respondent’s name and the name of the project. To enable HAS to efficiently evaluate the Proposal, it is MANDATORY that Respondents follow the required format in preparing their Submittal.

6.2.1 Number of Copies. Please submit eight (8) copies of the Proposal, including one (1) printed Original (clearly marked “Original”) signed in BLUE ink, and additional eight (8) electronic thumb drives are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

André Morrow, C.P.M., CPPB
Sr. Procurement Specialist
Houston Airport System
Supply Chain Management
18600 Lee Road
Humble, Texas 77338

6.2.2 HAS shall bear no responsibility for submitting responses on behalf of any Respondent. Respondent(s) may submit their Proposal to the Office of the Interim Procurement Officer any time prior to the stated deadline.

6.2.3 Time for submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.

6.2.4 Format. Proposals should be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned.

6.2.5 Each copy of the Submittal shall be bound using GBC or other semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8 ½” by 11”) or folded to that dimension, twice letter size (11” by 17”). Each section (defined above) shall be separated by a tabbed divider. Elaborate covers, binding, dividers, etc. are not required. Document text should be in Arial 10 point or New Times Roman 12, but must be consistent throughout the document.

6.2.6 Complete submission. Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non-responsive proposals will not be considered.

6.2.7 Packaging and Labeling. The outside wrapping/envelope shall clearly indicate the RFP Title and date and time for submission. It shall also indicate the name of the Respondent.

6.2.8 Timely delivery of Proposals. The Proposal, including all pre-Proposal required forms and signed Contract, must be delivered by hand or sent to the HAS Interim Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the Chief Procurement Officer and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.
Late Proposals. The respondent remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. HAS assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the courier delivery service, or some other act or circumstance.

Extensions. HAS reserves the right to extend the due date for this Proposal as deemed necessary and in its best interests. Any postponement of the due date will be issued as a Letter of Clarification (LOC) to this RFP. The submission of a Proposal does not in any way commit HAS to enter into an agreement with that Respondent or any other Respondent.

HAS reserves the right to cancel this RFP, accept or reject, in whole or in part, any all or Proposals received in the best interest of the HAS.

7.0 Submission Requirements

7.1 Cover letter. The cover letter shall be signed by an authorized representative of the Respondent. The letter should indicate the Respondent’s commitment to provide the services proposed. Also, the cover letter shall identify the members of the team that comprise the Respondent. Indicate the organizational relationship of the team members.

7.2 Executive Summary. The Executive Summary is to provide an overview of the Respondent’s qualifications to accomplish the objectives of the Project, inclusive of a narrative statement of the Firm’s understanding of the Project and key points in its Proposal.

At a minimum, the Executive Summary must contain the following information:

7.2.1 Complete legal name of the Respondent, the name of the legal entities that comprise the Respondent, and all proposed sub-consultants. The Respondent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, email address, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices. If the Respondent is made up of more than one firm, the legal relationship between these firms must be described.

7.2.2 Prepare a narrative statement that describes the Respondent’s understanding of the work involved in performing the general scope of services described herein and further discussed in “Attachment A, Scope of Services.”

7.2.3 The Respondent shall address its understanding of the following:

7.2.1 Proposed Scope of Services:

7.2.1.1 The complexity, challenges and problems involved in planning and performing that work

7.2.1.2 Description on how to best utilize sub-consultants to achieve project success (If subcontracting)

7.2.1.3 Approaches and philosophy of dealing with problems

7.2.1.4 Sensitivity and experience dealing with key issues

7.2.1.5 Any additional issues or matters relating to the Scope of Service that the Respondent believes should be addressed.

7.2.4 If the Respondent believes any information, data, process or other material in its Proposal should be considered by HAS to be confidential or proprietary, the Respondent shall identify that material with specificity as to the page and paragraph and on what basis the material is believed to be proprietary or confidential.

7.3 Section 1 – Transmittal Letter. Submit a One (1) page letter transmitting the Submittal to Devon Tiner, Houston Airport System. The transmittal letter shall say: “This Proposal is valid for 180 days, and that the signer of the document is authorized to act on behalf of the Respondent.”
7.3.1 Letter shall contain the names and roles of all individuals proposed for the Team, and the Respondent must certify that each Key Personnel of the Team was selected based on demonstrated competence and qualifications.

7.3.2 The original transmittal letter shall contain the original signature of the team lead.

7.4 **Section 2 – Firm Qualifications, Knowledge, and Experience.** Respondent must furnish a statement detailing Proposer’s background, experience and qualifications. This should include, at a minimum, the following:

7.4.1 Number of years in business.

7.4.2 Description of Proposer’s corporate structure (corporation, partnership, joint venture, partnership) including state of incorporation, the executive team and any substantive changes to the corporate structure within the previous five (5) years.

7.4.3 Descriptions of current business operations, including (i) number; (ii) type; (iii) location; and (iv) a description of services provided.

7.4.4 Organizational chart including descriptions and resumes of key personnel that would be involved in providing the management of services described in this Proposal and RFP. Key personnel shall include at a minimum managers and supervisors. (Evaluation Criteria: Firm Qualifications, Knowledge, and Experience)

7.5 **Section 3 – Management/Operational Plan.** Respondent must provide a clear, detailed methodology and engagement model. Respondent must include a proposed work schedule to meet the requirements specified in “Attachment A, Scope of Work.” (Evaluation Criteria: Management/Operational Plan)

7.6 **Section 4 – Personnel Qualifications: Organization/Staffing.** Respondent must clearly describe the qualifications and competence of all personnel proposed for this engagement. Respondent describes proposed personnel’s individual qualification for the position specified. Respondent describes proposed personnel’s individual experience related to the position specified. (Evaluation Criteria: Personnel Qualifications: O/S)

7.7 **Section 5 – Pricing and Fee Structure.** Pricing must include all costs for services, products, personnel, and expenses necessary in the provision of services described in “Attachment A, Scope of Services” later in this document. All pricing must be provided in “Attachment B, Pricing Schedules.”

7.8 **Section 6 – References.** Include a brief description of the organization’s track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Note: HAS is primarily interested in clients with similar needs and comparable size.

7.8.1 References must be people that were directly involved in the previous projects listed and who have first-hand knowledge of the performance of the Respondent and its proposed staff/team.

7.8.2 Any information stated in the response found and determined by HAS to be a misrepresentation of a Respondent’s past experiences may be considered as grounds for disqualification of the response and Respondent may be banned from participation in future solicitations from HAS. (Evaluation Criteria: Firm Qualifications, Knowledge, and Experience)

7.9 **Section 7 – Required City Forms.** (See Part VIII and Exhibits)

7.10 **Section 8 – Financial Capabilities and Stability.** Respondent must provide audited financial statements if they are available. If audited financial statements are not available, Respondent must provide tax returns along with unaudited or reviewed financials.
7.10.1 Respondent is required to submit, in a separate, sealed envelope, clearly marked “Financial Statements”, one (1) stamped “Original” and one (1) copy of its Financial Statements with its Proposal.

7.10.2 Note: Respondents failing to provide financial statements or tax returns will be deemed unresponsive and disqualified from consideration.

7.11 **M/WBE Participation**: Respondent shall identify the M/WBE participation level and the role that each M/WBE firm will have in the project implementation. Since M/WBEs proposed are considered part of the team, the Respondent shall include all relevant information necessary to effectively perform the evaluation of the proposal as it relates to the submission requirements listed in this section. The M/WBE goal for this contract is **24%**.

7.12 **Exceptions to Terms and Conditions**. All short-listed respondents must submit any exceptions to the standard contract by redlining the standard contract electronically in unlocked, fully editable Microsoft Word format (in addition to any other hard copy delivery requirements). Short-listed respondents must include the rationale for taking the exception in the redlined contract (using the Comments feature, as needed) and by summarizing the exception in the attached Contract Exception Chart (Exhibit VII). Such exceptions will be considered when evaluating the short-listed respondent’s response to this RFP. If a short-listed respondent takes exception to the contract language (more than simply a deletion), it must include its proposed alternative language for HAS’s consideration. Redlines and the Contract Exception Chart will be due at the date and time set forth in the notice inviting the short-listed respondents to an interview, which due date will be on or before the date and time of the respondent’s interview.

7.13 **Legal Actions**. Provide a list of any pending litigation and include a brief description of the reason for legal action.

7.14 **Conflict of Interest**. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

7.15 **Other**. Submit any information the Respondent deems pertinent to demonstrating its qualifications to perform the services being requested such as memberships in any professional associations, documents, examples, and others.

7.16 **Forms and Certifications**. Complete all forms and certifications attached, as appropriate.

7.17 **Contract**. Submit three (3) originals of the completed and signed Contract if no exceptions are noted. Each Contract submitted must bear an original signature and date.

7.17.1 Include copy of license agreement(s) that Respondent would want to include in the contract.

7.18 **Validity Period**. All submissions under this RFP must be valid for a period of **one-hundred and eighty (180) consecutive Calendar Days** from the date of receipt by HAS.

7.19 **Submissions Accepted**. HAS will accept only one submission for this solicitation from any one Respondent. This includes submissions received under different names by one firm, corporation, partnership, or joint venture. Evidence of collusion among Respondents shall be grounds for exclusion of any Respondent who is a participant in any such collusion. Optional offers submitted in addition to conforming submissions will not be reviewed. A firm may not participate in more than one joint venture or team who is submitting a response to this RFP.

7.20 **Information Requested and Not Furnished**. The information requested and the manner of submission is essential to permit prompt evaluation of all Responses. Accordingly, HAS reserves the right to declare as non-responsive and reject any Responses in which information is requested and is not furnished (within HAS’s time limits) or when a direct or
complete answer is not provided.

7.21 **Errors and Omissions.** Respondent is liable for all errors or omissions incurred by Respondent in preparing the Proposal. Respondent will not be allowed to alter Proposal documents after the due date for submission unless a request is made in writing which thoroughly describes the circumstances and which is approved by HAS in writing. Nothing herein shall be construed to entitle Respondent to alter Proposal documents except as required by law.

7.22 **Corrections after Submission.** HAS reserves the right to make corrections or amendments due to errors identified in the Response by HAS or the Respondent. This type of correction or amendment will only be allowed for errors as typing and transposition. All changes must be coordinated in writing with, and authorized by HAS.

**Part VI – SPECIAL CONDITIONS**

8.0 **No Contact Period**

8.1 Neither Respondent(s) nor any person acting on Respondent(s)’s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of HAS, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated HAS Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from Respondent’s formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by HAS Representative, neither Respondent(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of HAS, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Respondent. However, nothing in this paragraph shall prevent a Respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

9.0 **Guidance**

9.1 Interested parties should always contact the designated HAS Representative regarding substantive questions or concerns related to this procurement. It is permissible to also contact the following, based on the specific circumstances:

9.1.1 Questions regarding programs administered by the Office of Business Opportunity (OBO) may be submitted directly to OBO without going through the HAS Representative for this procurement.

9.1.2 Questions regarding the process in general or that the HAS Representative may not be able to answer may be submitted to the Interim Procurement Officer.

9.1.3 Communications with the city legal department regarding contract terms after notification of intent to award are permissible.

10.0 **Equal Opportunity Employment**

10.1 The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars ($50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements
set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

11.0 Minority and Woman Business Enterprises (M/WBE)

11.1 Contactor shall comply with the City’s Minority and Women Business Enterprise (“M/WBE”) programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to M/WBE’s. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City’s Office of Business Opportunity (OBO) and will comply with them.

12.0 Hire Houston First

12.1 Designation as a City Business or Local Business

12.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First (HHF) Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the Hire Houston First Application and Affidavit (“HHF Affidavit”) to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

12.1.2 The absence of a HHF designation does not preclude a business from bidding on City of Houston contracts.

12.1.3 Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

http://www.houstontx.gov/obo/hirehoustonfirst.html

or, delivered to:

Office of Business Opportunity
611 Walker, 7th Floor
Houston, Texas 77002
Phone: (832) 393-0951
Fax: (832) 393-0646
hirehoustonfirst@houstontx.gov

13.0 Protests

13.1 An interested party may file a protest on the basis that HAS has failed to comply with applicable federal or state law or with City ordinances. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process. A protest must be filed in accordance with the timing requirements set forth herein and must include:

a. The name, address, telephone number, and email address of the protester.

b. The number of the solicitation.

c. Information confirming that the protestor is an interested party.

d. A written statement of the grounds for the protest and the law or ordinance alleged to have been violated. The statement shall be accompanied by relevant supporting documentation and the relief requested.

e. The signature of the protestor.
13.1.1 Protests shall be submitted to:

Chief Procurement Officer, City of Houston
901 Bagby B300
Houston, TX 77002.

13.1.2 The City recognizes three types of protests:

a. Protests regarding solicitation (Pre-Submission Protest)

Any Pre-Submission Protest regarding a solicitation published by the City shall be
filed no later than five days before the opening of bids (if a competitive bid) or due
date for submittals or proposals (if an RFP/RFQ), as applicable.

b. Protests regarding the evaluation or rejection of bids, qualifications, or proposals (Pre-
Award Protest)

Any Pre-Award Protest regarding the evaluation of bids, qualifications, or proposals
by the City must be filed no later than five business days prior to the City Council
meeting at which the award appears on the agenda.

c. Protests made after City Council’s decision to award a contract (Post-Award Protest)

Any protest regarding the award of a contract must be submitted no later than five
calendar days after the date of the award.

d. Any protest received after the applicable deadline will not be considered.

14.0 Disqualification of Proposer

14.1 Although not intended to be an exhaustive list of causes for disqualification, one or more of
the following causes, among others, may be considered sufficient for the disqualification of
the Proposer and the rejection of its proposal:

14.2 Evidence of collusion among proposers;

14.3 Lack of responsibility as shown by past work; or

14.4 Default on a previous municipal contract for failure to perform.

PART VII – INSTRUCTIONS TO RESPONDENTS

15.0 Pre-Proposal Conference

15.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the
first page of the RFP document. Interested Respondent(s) should plan to attend. It will be
assumed that potential Respondent(s) attending this meeting have reviewed the RFP in
detail, and are prepared to bring up any substantive questions not already addressed by the
City.

16.0 Additional Information and Specification Changes

16.1 Requests for additional information and questions should be addressed to the
Houston Airport System, Supply Chain Management, Andre’ K.Morrow, C.P.M., CPPB, via
email at andre.morrow@houstontx.gov (preferred method) no later than January 10, 2017
at 2:00 P.M., CST. HAS shall provide written responses to all questions received in
writing before the submittal deadline. Questions received from all Respondent(s)
shall be answered and sent to all Respondent(s) who are listed as having obtained
the RFP. Respondent(s) shall be notified in writing of any changes in the specifications
contained in this RFP.

17.0 Letter(s) of Clarification
17.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.

17.1.1 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Respondent(s).

18.0 Examination of Documents and Requirements

18.1 Each Respondent shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

18.2 Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFP.

19.0 Exceptions to Terms and Conditions

19.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Respondent clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Interim Procurement Officer, City Attorney, Director(s) or designee in a written statement. The Respondent's preprinted or standard terms will not be considered by HAS as a part of any resulting contract.

19.2 All Exceptions that are contained in the Proposal may negatively affect the HAS’s Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

20.0 Post-Proposal Discussions with Respondent(s)

20.1 It is HAS’s intent to commence final negotiation with the Respondent(s) deemed most advantageous to HAS. HAS reserves the right to conduct post-Proposal discussions with any Respondent(s).

PART VIII – CITY REQUIRED FORMS

21.0 Required forms to be submitted with proposal.

A. Offer and Submittal (Exhibit I)
B. List of References (Exhibit II)
C. List of Subcontractors (Exhibit III)
E. Reserved (Exhibit V)
F. Contractor Ownership or Control (Exhibit VI)
G. Anti-Collusion Statement (Exhibit VII)
H. Conflict of Interest Questionnaire (Exhibit VIII)
I. Contract and Contract Exception Chart (Exhibit IX)
22.0 Required forms shall be supplied to the vendor after award.

A. Insurance Requirements and Sample Insurance Certificate
B. Drug Compliance Agreement Attachment “A”, Drug Policy Compliance Declaration Attachment “B” and Contractor’s Certification of No Safety Impact Positions Attachment “C” and “D”
C. City Contractors’ Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement, Play or Pay Program Acknowledgment Form “1”
D. Hire Houston First Affidavit (Download Copy at [http://www.houstontx.gov/obo/hirehoustonfirst.html](http://www.houstontx.gov/obo/hirehoustonfirst.html) and submit to Office of Business Opportunity, Houston Business Solutions Center via e-mail to [houstonbsc@houstontx.gov](mailto:houstonbsc@houstontx.gov) or fax to 832-393-0650 or submit copy with proposal.
E. Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.
F. Certificate of Interested Parties. In accordance with Texas Gov’t Code §2252.908, the successful bidder must complete Form 1295, Certificate of Interested Parties. Form 1295 is available for downloading on the Texas Ethics Commission’s (TEC) website: [https://www.ethics.state.tx.us/forms/1295.pdf](https://www.ethics.state.tx.us/forms/1295.pdf). The successful bidder must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. No later than 30 days after the contract’s effective date, the City will upload the successful bidder’s completed Form 1295. The TEC will post the Contractor’s completed Form 1295 within seven business days of receipt.
EXHIBITS

OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBCONTRACTORS

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK
EXHIBIT I
OFFER AND SUBMITTAL

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE RESPONDENT, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

_____________________________________________________________________________________
(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City):

____________________________________________________________________________________

Federal Identification Number:

____________________________________________________________________________________

By:  (Signature of Authorized Officer or Agent)

Printed Name: __________________________________________________________

Title:  __________________________________________________________

Date:  __________________________________________________________

Address of Contractor:

Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____) __________________________

Signature, Name and title of Affiant: ________________________________________________

(Notary Public in and for)

____________________________________________________________________________________

County, Texas

My Commission Expires: __________ day of __________ 20_________
<table>
<thead>
<tr>
<th></th>
<th>Name: ________________________________</th>
<th>Phone No.: ________________</th>
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<tbody>
<tr>
<td>1.</td>
<td>Address: __________________________________________________________________</td>
<td>Contract Award Date: ________________  Contract Completion Date: ________________</td>
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<td></td>
<td>Contract Name/Title: _______________________________________________________</td>
<td>Email: ________________________________________________________</td>
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<td>System Description: _________________________________________________________</td>
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<td>2.</td>
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<td>System Description: _________________________________________________________</td>
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<td>Name: ________________________________</td>
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<td>Address: __________________________________________________________________</td>
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<td>Contract Name/Title: _______________________________________________________</td>
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<td>System Description: _________________________________________________________</td>
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<td>4.</td>
<td>Name: ________________________________</td>
<td>Phone No.: ________________</td>
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<td>Address: __________________________________________________________________</td>
<td>Contract Award Date: ________________  Contract Completion Date: ________________</td>
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<td>Contract Name/Title: _______________________________________________________</td>
<td>Email: ________________________________________________________</td>
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<td></td>
<td>System Description: _________________________________________________________</td>
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</table>
EXHIBIT III
LIST OF SUBCONTRACTOR(S)

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

<table>
<thead>
<tr>
<th>SEGREGATED PART OF WORK</th>
<th>SUBCONTRACTOR/SUPPLIER</th>
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EXHIBIT IV
ATTACHMENT “A”
SCHEDULE OF M/WBE PARTICIPATION

DATE OF REPORT: _________________________________

BID NO.: ______________________________________

FORMAL BID TITLE: ______________________________

<table>
<thead>
<tr>
<th>NAME OF MINORITY/WOMEN SUBCONTRACTOR</th>
<th>OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.</th>
<th>STREET ADDRESS AND CITY, STATE, ZIP CODE</th>
<th>TELEPHONE NO.</th>
<th>SCOPE OF WORK</th>
<th>AGREED PRICE</th>
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TOTAL: ......................................................... $___________

M/WBE PARTICIPATION AMOUNT: .......................... $___________%

TOTAL BID AMOUNT: ................................. $___________
IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

<table>
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<th>Good Faith Efforts</th>
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THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

**NOTE:**
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

______________________________
RESPONDENT COMPANY NAME

______________________________
SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF RESPONDENT

______________________________
NAME (TYPE OR PRINT)

______________________________
TITLE
NOTICE OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
Administering Department

Date: ________________

Project Name and Number ________________________________

Bid Amount: __________________________ M/W/SBE Goal: __________________________

_______________________________, agrees to enter into a contractual agreement with
Prime Contractor
_______________________________, who will provide the following goods/services in connection
MWSBE Subcontractor
with the above-referenced contract:

______________________________________

for an estimated amount of $ ________________ or ____________________% of the total contract value.

_______________________________ is currently certified with the City of Houston’s Office of Business
(M/W/SBE Subcontractor) Opportunity to function in the aforementioned capacity.

_______________________________ _________________ Intend to
Prime Contractor M/W/SBE Subcontractor

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston
Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contractor) __________________________

Signed (M/W/SBE Subcontractor) __________________________

Printed Signature __________________________

Printed Signature __________________________

Title __________________________ Date ________________

Title __________________________ Date ________________
EXHIBIT IV
ATTACHMENT “C”
CERTIFIED M/WBE SUBCONTRACT TERMS

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled “THIS CONTRACT IS SUBJECT TO MEDIATION” and contain the following terms:

1. _______________________ (M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).

2. _______________________ (M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.

3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of $100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs, WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s MWBE Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.
# EXHIBIT IV
ATTACHMENT “D”
OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT

Report Period: _____________________

PROJECT NAME & NUMBER: ____________________________  AWARD DATE: ____________________________

PRIME CONTRACTOR: ____________________________  CONTRACT NO.: ____________________________

ADDRESS: ________________________________________  CONTRACT AMOUNT: ____________________________

LIAISON/PHONE NO.: ________________________________________  M/WBE GOAL: ____________________________

<table>
<thead>
<tr>
<th>M/WBE SUB/_VENDOR NAME</th>
<th>DATE OF OBO CERTIFICATION</th>
<th>DATE OF SUBCONTRACT</th>
<th>SUBCONTRACT AMOUNT</th>
<th>% OF TOTAL CONTRACT</th>
<th>AMOUNT PAID TO DATE</th>
<th>% OF CONTRACT TO DATE</th>
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Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE’s to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Carlecia Wright 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002
EXHIBIT VI:

City of Houston
Ownership Information Form

The most recent version of the form is available on http://purchasing.houstontx.gov/forms.html and is listed as the “Ownership Information Form”.
EXHIBIT VII
ANTI-COLLUSION STATEMENT

Anti-Collusion Statement

The undersigned, as Respondent, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Respondent has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

__________________________________________
Date  Respondent Signature
EXHIBIT VIII
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:
Chapter 176.006 of the Local Government Code ("the code") requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should not complete the CIQ if a conflict, as described below, does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.

Who must file a CIQ?
A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:
   1. has an employment or other business relationship with the Local Government Officer/Family Member;
   or
   2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding $250.00.

When must the Vendor/Contractor or Agent file a CIQ?
The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:
   1. begins discussions or negotiations to enter into a contract with the City;
   2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
   3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
   4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds $250.00; or
   5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?
Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:
   1. a transaction that is subject to a rate or fee regulation by a governmental entity;
   2. a transaction conducted at a price and subject to terms available to the public; or
   3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at http://www.ethics.state.tx.us/forms/CIQ.pdf.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (Lourdes Coss, City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. Any questions about filling out this form should be directed to your attorney.
EXHIBIT VIII
CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. [ ] Check this box if you are filing an update to a previously filed questionnaire.
   
   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

   ______________________________
   Name of Officer

   This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
      
      [ ] Yes [ ] No

   B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
      
      [ ] Yes [ ] No

   C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
      
      [ ] Yes [ ] No

   D. Describe each employment or business relationship with the local government officer named in this section.

4. 

   ______________________________
   Signature of person doing business with the governmental entity
   ______________________________
   Date

Adopted 05/29/2007
Exhibit IX

Contract and Contract Exception Chart

This Contract Exception Chart MUST be included with the proposal response or the proposal will not be considered. Below, is an example Exception Chart, which is included for illustrative purposes only.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>CONTRACT SECTION</th>
<th>CONTRACT LANGUAGE ¹</th>
<th>REVISED LANGUAGE IN RED-LINE FORMAT ²</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly Invoices</td>
<td>Contractor shall submit weekly invoices to the City for Products and Services in accordance with the requirements specified in this Section.</td>
<td>Contractor shall submit monthly invoices to the City for Products and Services in accordance with the requirements specified in this Section.</td>
<td>Respondent’s system is set up to bill on a monthly basis.</td>
</tr>
<tr>
<td>2</td>
<td>Contract Term</td>
<td>This Agreement is effective on the Countersignature Date and remains in effect for 2 years unless sooner terminated under this Agreement (“Initial Term”).</td>
<td>This Agreement is effective on the Countersignature Date and remains in effect for 3 years unless sooner terminated under this Agreement (“Initial Term”).</td>
<td>Respondent’s proposal will require 3 years to complete</td>
</tr>
</tbody>
</table>

Unless a Respondent agrees with and can fulfill all of the conditions and requirements in a contract clause, Respondent must state the exceptions to the clause in this chart and suggest proposed modifications to the specific contract language with which the Respondent disagrees or for which Respondent is unable to satisfy the condition or requirement, including an explanation of the revision (if any). If Respondent does not list an item as a contract exception on this chart, the City reserves the right to hold the Respondent accountable to perform in strict compliance with the proposed contract, if awarded to Respondent.

Explanation Box: Respondent should include an explanation to accompany the exception (e.g. the revised language), unless the revision is self-explanatory. Explanations may address a variety of matters, including, but not limited to:

- Distinguishing attributes or benefits associated with the response;
- Rationale for Respondent’s revisions;
- Limitations, special conditions or deviations requested by Respondent;
- Additional descriptive information;
- Suggestions for services or features in addition to those requested by City of Houston; and
- Any matter that Respondent believes would be helpful to the City in reviewing the exception.

¹ Note that this language is merely illustrative and does not necessarily represent any actual language in the RFP or Terms and Conditions related to the RFP. Proposer shall include the exact language from the RFP or the Terms and Conditions in this column.

² The examples of redlined language are merely illustrative and do not indicate language that the City would or would not accept or be willing to agree to.
Attachment “A” – Scope of Services

ATTACHED AS SEPARATE DOWNLOADABLE DOCUMENT
Attachment I – Sample Contract

(To be inserted by the City at the time of contract execution.)

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### Attachment II - Proposal Checklist

The following must be completed and submitted with each Proposal

<table>
<thead>
<tr>
<th>Item #</th>
<th>REQUIRED SUBMITTAL</th>
<th>Check (√)</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Cover Page</td>
<td></td>
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<tr>
<td>2</td>
<td>Table of Contents</td>
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</tr>
<tr>
<td>3</td>
<td>Introduction Letter</td>
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<tr>
<td>4</td>
<td>Executive Summary</td>
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<tr>
<td>Section 1</td>
<td>Letter of Transmittal</td>
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<td>Section 2</td>
<td>Firm Qualifications, Knowledge, and Experience</td>
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<td>Section 3</td>
<td>Management/Operational Plan</td>
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<td>Section 4</td>
<td>Proposed Personnel</td>
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<td>Section 5</td>
<td>Pricing – Pricing Summary Sheets</td>
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<td>Section 6</td>
<td>References</td>
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<td>Section 7</td>
<td>Exhibits</td>
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<td>Exhibit I</td>
<td>Offer and Submittal</td>
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<tr>
<td>Exhibit II</td>
<td>List of References</td>
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<td>Exhibit III</td>
<td>List of Proposed Subcontractors</td>
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<td>Exhibit IV</td>
<td>Signed M/WBE Forms: Attachments A,B,C, and D</td>
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<td>Exhibit V</td>
<td>Fair Campaign Ordinance Form “A”</td>
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<td>Contractor Ownership and Control</td>
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<td>Anti-Collusion Statement</td>
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<td>Exhibit VIII</td>
<td>Conflict of Interest Questionnaire</td>
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<td>Exhibit IX</td>
<td>Contract and Contract Exception Chart</td>
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<td>Section 8</td>
<td>Financials</td>
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Attachment B – Pricing Schedule

ATTACHED AS SEPARATE DOWNLOADABLE DOCUMENT